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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

January 28, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Transfer and Assumption Agreement, dated as of December 29, 1010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 27465 and 27920.

The names and addresses of the parties to the enclosed document are:

Transferor: Interstate Asphalt Corp.  
1041 S.E. 17<sup>th</sup> Street, Ste. 300  
Fort Lauderdale, FL 33316

Transferee: PRTX Corp.  
1041 S.E. 17<sup>th</sup> Street, Suite 300  
Fort Lauderdale, FL 33316

Chief  
Section of Administration  
January 28, 2011  
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A description of the railroad equipment covered by the enclosed document is:

Rec. No. 27465: 20 tank cars PRTX 121 - PRTX 140

Rec. No. 27920: 10 tank cars PRTX 141 - PRTX 150

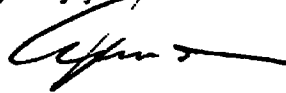
A short summary of the document to appear in the index is:

Transfer and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours



Robert W. Alvord

RWA/sem  
Enclosures

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**SG**

Equipment Finance

**TRANSFER AND ASSUMPTION AGREEMENT**

SURFACE TRANSPORTATION BOARD

This Transfer and Assumption Agreement ("Agreement") is dated as of December 29, 2010, by and among Interstate Asphalt Corp. ("Transferor"), PRTX Corp. ("Transferee"), and SG Equipment Finance USA Corp. ("SGEF").

**WITNESSETH:**

WHEREAS, Transferor and Trinity Industries Leasing Company ("Trinity") entered into Multiple Advance Term Note dated April 18, 2008 in the original principal amount of \$1,389,000 and Multiple Advance Term Note dated April 21, 2008 in the original principal amount of \$639,000, each being issued pursuant to Master Loan and Security Agreement dated as of April 18, 2008 (together with all addenda, attachments and riders thereto, collectively, the "Contract"), a copy of which is attached hereto and made a part hereof;

WHEREAS, Trinity assigned all of its right, title and interest in the Contract to SGEF;

WHEREAS, Transferor desires to convey and Transferee desires to acquire, all of Transferor's right, title, obligations, and interest in and to the equipment, software and/or other property financed under and described in the Contract (collectively, the "Equipment"), including all of Transferor's obligations and responsibilities to SGEF under the Contract;

WHEREAS, the Contract provides that Transferor may not transfer, convey or assign its interest in and to the Equipment without the written consent of SGEF.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. As a condition to SGEF's consent to the transfer and assumption of the Contract as described herein, Transferor agrees to: (a) pay SGEF a restructure fee in the amount of \$3,000; (b) provide SGEF with duly authorized and executed guaranties covering the obligations of Transferee to SGEF, in form and content satisfactory to SGEF, of the following entities Annex Terminal Corp., and Interstate Asphalt LLC (the "Required Conditions"); and (c) Transferee and Transferor agree to reimburse SGEF for all costs and expenses, including, but not limited to legal fees and expenses relating to opinions and filings with US Surface Transportation Board and under the Canada Transportation Act, incurred by SGEF in perfecting and maintain perfection of SGEF's first priority security interest in and to the Collateral, as defined in the Contract.

2. Transferor hereby conveys and assigns to Transferee all of Transferor's right, title, obligations, and interest in and to the Equipment "AS-IS AND WHERE-IS", subject to the terms and conditions of the Contract. Transferee hereby assumes all of the obligations and agrees to perform all of the terms, conditions and covenants set forth in the Contract, whether accruing before or after the date hereof. Transferee hereby confirms that Transferee has received and reviewed a copy of the Contract.

3. Transferor shall not be released from any of its obligations or responsibilities under the Contract or contained in any other written agreement between Transferor and SGEF, and Transferor and Transferee shall be jointly and severally liable to pay all amounts due under the Contract and to perform each and every condition, covenant, and obligation set forth in the Contract. Transferor's liability or obligation hereunder or under the Contract shall not be affected by any release, indulgence, compromise, settlement, extensions from time to time, or variation of terms hereunder or under the Contract.

4. The Equipment shall remain located at the location(s) set forth in the Contract, subject to all of the terms and conditions of the Contract.

5. Transferor expressly ratifies, consents to, and adopts any and all agreements which Transferee has made or may hereafter make with SGEF regarding the use of the Equipment and hereby waives any and all notices of every kind to which Transferor may otherwise be entitled.

6. All notices hereunder shall be in writing and delivered in person or mailed to the party involved at its respective address set forth below, or at such other address as any party hereto may direct by notice in writing to other

party. Any such notice by SGEF shall be effective when deposited in the United States mail duly posted to the party to whom directed with postage prepaid. Any notice to SGEF shall not be effective until received by SGEF.

7. SGEF MAKES NO WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. SGEF consents to the transfer and assumption of Transferor's interest in, to, and under the Equipment and the Contract, on the terms and conditions hereof, provided, however, that SGEF's consent to the transfer and assumption of the Contract is expressly conditioned upon any guarantor of Transferor's obligations under the Contract consenting to such transfer and assumption and agreeing to remain liable on his, her or its guaranty.

9. This Agreement covers all agreements and understandings by and among the parties relating to the Equipment and the Contract and SGEF shall not be bound by any representations or inducements not specifically set forth herein. This Agreement shall not be amended or altered, except in writing signed by the party to be charged, and shall be governed by the laws of the State of New York. In the event that any party hereto is a partnership, then this Agreement is executed by a general partner thereof, and in the event that any party to this Agreement is a corporation, then this Agreement is executed by a duly authorized officer of said corporation, pursuant to authority granted by the Board of Directors of said Corporation. This Agreement shall not become binding upon SGEF until approved, accepted and executed by an authorized officer of SGEF, and notice of such approval, acceptance and execution is hereby waived by all other parties. This Agreement may be executed separately in counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Transferor: Interstate Asphalt Corp.

By: Peter R. Woolf  
Print Name: PETER R. WOOLF  
Title: CEO  
Date: 1-17-11

Approved and Accepted

SG Equipment Finance USA Corp.

By: Patricia H. Ansley  
Print Name: PATRICIA H. ANSLEY  
Title: VICE PRESIDENT  
Date: 1-17-11  
Address:

Guarantor: Annex Terminal Corp.

By: Peter R. Woolf  
Print Name: PETER R. WOOLF  
Title: CEO  
Date: 1-17-11

Transferee: PRTX Corp.

By: Peter R. Woolf  
Print Name: PETER R. WOOLF  
Title: CEO  
Date: 1-17-11

Guarantor: Interstate Asphalt LLC

By its Managing Member Interstate Investment Holdings  
LLLP

By: Peter R. Woolf  
Print Name: PETER WOOLF  
Title: GP - INTERSTATE INVESTMENT HOLDINGS LLP  
Date: 1-17-11

Guarantor: Peoria River Terminal, Inc.

By: Peter R. Woolf  
Print Name: PETER R. WOOLF  
Title: CEO  
Date: 1-17-11

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

INTERSTATE ASPHALT CORP.

By: Peter R Woolf

Name: Peter R. Woolf

Title: CFO

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

PRTX CORP.

By: Peter R Woolf

Name: Peter R. Woolf

Title: CFO

## **Transfer and Assumption Agreement**

### **Description of Equipment**

**Recordation Number 27465: 20 tank cars PRTX 121 - PRTX 140**

**Recordation Number 27920: 10 tank cars PRTX 141 - PRTX 150**

**Note: the correct reporting mark for these tank cars is "PRTX" and not "PTRX" as originally filed.**

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

1/28/11



\_\_\_\_\_  
Robert W. Alvord